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TA | 5038

AGREEMENT

between

**SUPERINTENDENT
FORT ANN CENTRAL SCHOOL DISTRICT**

and

**THE FORT ANN CENTRAL SCHOOL
TEACHERS' ASSOCIATION**

July 1, 2002 – June 30, 2006



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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

54
members

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DEFINITIONS

- A. District shall mean the Fort Ann Central School District.
- B. Association shall mean the Fort Ann Central School Teachers Association (also referred to as FATA).
- C. Board shall mean the Board of Education of the District.
- D. Superintendent shall mean the Chief Executive Officer of the District.
- E. President shall mean the President of the Association.
- F. Teacher or teachers shall mean members of the negotiating unit, as defined in Article II.
- G. PERB shall mean the New York State Public Employment Relations Board.
- H. The terms District and Association shall include authorized officers, representatives and designees.
- I. Days shall mean the school days unless otherwise indicated.
- J. Seniority shall mean length of service with the Fort Ann Central School District.

ARTICLE I

AGREEMENT

WHEREAS, the Fort Ann Central School Teachers Association and the Superintendent of the District, in compliance with the requirements of the New York Civil Service Law and in the interest of the mutual harmony in the operation of the schools of the district, have negotiated agreements as to the working conditions of both parties and the related responsibilities of the parties, they hereby recite those agreements in this contract entered into on the 19th of November 2002, which becomes effective on July 1, 2002 to June 30, 2006.

The Board, the Administration and the Association agree that there shall be no discrimination against employees on the basis of race, color, creed, religion, national origin, sex, marital status or political activities.

ARTICLE II

RECOGNITION

The Fort Ann Central School District Board of Education hereby recognizes the Fort Ann Central School District Teachers Association as the exclusive negotiating agent for all professional certificated personnel including teachers, school nurse-teachers, reading teachers, art, music and physical education teachers and librarians, and excluding superintendent, assistant superintendent, principals and guidance counselors, school psychologist, and coaches/extra-curricular employed on a seasonal basis who are not full-time employees of the school district.

ARTICLE III

BOARDS, ASSOCIATION, AND ADMINISTRATORS RIGHTS

- A. There is exclusively reserved to the Superintendent and the School District, through its Board of Education, all the responsibilities, powers, rights and authority vested in them by the laws and constitution of the State of New York and the United States or which have heretofore been properly exercised by them. Retained and reserved is the right to enforce rules and personnel policies, relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provisions of this Agreement, or violative of law. It is further recognized that the Board and Superintendent in meeting such responsibility and exercising their rights and powers, act through the administrative staff.
- 1) To direct the employees of the District in the performance of their duties.
 - 2) To hire, promote, transfer, assign, and retain employees within the District.
 - 3) To suspend, discharge or take disciplinary action against employees in the District.
 - 4) To determine the methods, means, and personnel by which the District operations are to be conducted.
 - 5) To take whatever actions may be necessary and appropriate to carry out the mission of the Board in emergency situations or unforeseen circumstances.
- B. The Board of Education will welcome suggestions from the Association to items in the budget. Any teacher with a serious concern about his requisitions can make an appointment with the Principal or Superintendent to discuss his request in accordance with the published budget calendar. No final decisions can be made until after a budget approval.
- C. Copies of this Agreement will be reproduced by the Association and given to each presently employed teacher and to each newly employed teacher at the Association's expense. The Superintendent of the District will be supplied with thirty (30) copies of this Agreement.

- D. Faculty meetings will be conducted between 2:38 P.M. and 3:00 P.M. unless there is a need for the meeting to be one hour in length after school, then this will occur on only two occasions per month, excluding Fridays. Teachers Association meetings will be held the first and third Tuesday of each month after 3:00 P.M., if necessary.
- E. The Superintendent's Advisory Committee will meet with the Superintendent and any others agreed upon by the Superintendent and Association President when needed. The purpose of these meetings will be to discuss any policy matters affecting teachers' terms and conditions of employment and allow the teachers to present matters of interest and concern to the administration.
- F. Two weeks after the election of officers, the Association will provide the Superintendent and the Board of Education with the names of such officers. A list of committee chairmen for the following year will be provided as soon as such list is finalized.

ARTICLE IV

TEACHING CONDITIONS

- A. The teacher work year shall be not more than 182 days.
- B. The teacher work day shall be seven (7) hours except on days when faculty meetings are held. These meetings will last no longer than one hour after dismissal of students. Teachers will continue to provide extra help when needed. Teachers must be in their classroom by 8:00 A.M. One secondary teacher and one elementary teacher shall be assigned hall duty from 7:45 A.M. through 8:00 A.M. each day. Such assignments shall be equally distributed in the bargaining unit and shall be for no longer than a total of two (2) weeks.
- C. Teachers will be available beyond the normal workday when necessary for parental conference. The conference will be scheduled by the teacher, parent and administrator.
- D. As much advance notice as possible will be given for class interruptions such as assemblies, religious observance, pictures, testing, etc. and the changes made necessary by these interruptions.
- E. Tentative teaching assignments for the following school year will be established before May 31. All changes in teaching assignments will be reviewed with the teachers involved. An opportunity for consultation with the teacher will be provided when requested.
- F. Suggestions from Association representatives will be welcomed in the planning of the school calendar and the school day.
- G. The Association will have permission to make coffee available in the teachers' room.
- H. Lunch Time Supervision

Lunch period and playground supervision will be remunerated at:

PLAYGROUND

2002-03	2003-04	2004-05	2005-06
\$2,965	\$3,054	\$3,152	\$3,262

Grades K-6:

Teachers will remain with their pupils during lunch.

Teachers and/or aides will supervise the activity period for K-6 children for a half hour/30 minute period which may not begin prior to 10:00 a.m.

Lunch Period I

Two teachers and/or aides will supervise the Junior High Lunch Period I.

Lunch Period II

Two teachers and/or aides will supervise the Senior High Lunch Period II.

Teachers volunteering for the ½ hour lunch period I and/or II supervision or for the ½ hour activity period for K-6 children supervision will be paid.

LUNCH DUTY

2002-03	2003-04	2004-05	2005-06
\$1,483	\$1,527	\$1,576	\$1,631

If a sufficient number of teachers do not volunteer for the Junior and Senior High Lunch period supervision, the administration will appoint Junior and Senior High teachers for this responsibility. Appointments will be for two (2) week periods and shall be as evenly distributed as possible among the teachers.

Teachers assigned to the two (2) week lunch duty will be paid a prorated amount based on the above yearly total. Teachers substituting on a weekly basis for full-year volunteers who are absent, will be paid a prorated amount on the same basis.

Teachers volunteering for lunch period supervision will formulate a discipline procedure with the Administration as soon as possible each September.

- I. Representatives of the Association will meet with the Administration at an appropriate time prior to April 30 to offer suggestions as to the schedule for specials. A serious effort will be made to schedule special classes, art, music, in the afternoon, and to schedule gym in the primary grades after reading period.
- J. A serious effort will be made to keep children of similar age groups in the same eating period.
- K. The administration will provide to each teacher a salary notice which will include credit of year's service, number of sick days and salary. This will be provided with the first paycheck if the contract is available by July 1 or sixty (60) days after the date the contract is available.
- L. Certified substitute teachers shall be hired whenever possible if a teacher is absent. No teacher will be called upon to act as a substitute except in the case of an emergency. The professional staff agrees to cooperate in assisting substitute teachers in carrying out their duties and responsibilities whenever possible.
- M. Each elementary teacher will have a thirty (30) minute, duty-free period and a thirty (30) minute, duty-free preparation period each day.
- N. Each high school teacher, grades 7-12, will have a thirty (30) minute, duty-free lunch period each day.
- O. Grades 7-12 will have an eight (8) period day. Teaching assignments for grades 7-12 teachers will be six (6) pupil-teacher contact periods. (Pupil-teacher contact period is defined as any supervision/teaching of students). Should a change in the 7-12 schedule become necessary, the District will negotiate the impact of the change on teachers. The acceptance of a seventh pupil-teacher period shall only be with the approval of the teacher involved. Such acceptance will be reduced to writing.

- P. The parties agree that the handling of controversial issues in the classroom is primarily within the discretion of the teachers. The teachers will be expected to consider the age/experience of the class and the general standards of Fort Ann in handling issues. Further, because of the need for community support for the general school curriculum and program, no teacher will introduce a subject of potential sensitivity which varies from established curriculum without discussing the matter with, and obtaining approval from, the appropriate supervisor or, in his absence, the Superintendent. Once the subject matter has been mutually agreed to, the Administration will support the teacher if any later criticism by the public develops.
- Q. In the event of criticism of any books, teaching materials, methods and topics of discussion being used in the school system, the teacher will be notified of the objection and will be invited to a conference with his supervisor as soon as reasonably possible.
- R. Working conditions not specified in the contract will not be changed without discussion with the Association.

ARTICLE V

CLASS SIZE

- A. The recommended class size for grades K-2 is twenty-five (25) students; grades 3-6 is twenty-seven (27) students; the recommended class size average for grades 7-12 is twenty-five (25) students. The class size ranges do not include special subject teachers. The Superintendent will notify the Board when a class size exceeds twenty-five (25).
- B. Inclusion – Establish committee to study issue of inclusion. Committee comprised of two (2) Association and two (2) District representatives.

ARTICLE VI

STUDENT DISCIPLINE

- A. Teachers are required to following the Board of Education's Policy, the Commissioner's Regulations and administrative procedures on student discipline and corporal punishment. This information is published in the Teachers' Manual.
- B. The Board recognizes the responsibility of giving all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and in the school building.
- C. Whenever it appears to the classroom teacher, guidance counselor and/or building principal that a student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take appropriate action.
- D. When a teacher determines that a child is so disruptive that proper classroom instruction cannot take place, the child may be removed from the class and sent to the principal's office. Such a child shall not be returned to his regular class until the appropriate administrator has consulted with the teacher and the child. Consultation with the child's parents or special services personnel will take place if the teacher and administrator feel the need.
- E. If a civil or criminal action or proceeding is begun against any teacher arising out of disciplinary action taken against any pupil of the District while in the discharge of his duties within the scope of his employment, the Board recognizes its responsibility under Section 3023 of the Education Law to provide an attorney or attorneys for him and to pay such attorney's fees and expenses necessarily incurred in the defense of such teacher. The teacher recognizes his responsibilities under Section 3023 to deliver to the Board within ten (10) days of service any summons, complaint, process, notice, demand or pleading. Time lost for reason of court appearance or preparation for court appearance or disability in connection with any such action shall in no way be charged against the teacher. The Board shall save harmless and protect all teachers in accordance with Section 3023 of the Education Law.

ARTICLE VII
TEACHERS OF SPECIAL EDUCATION

- A. Where handicapped students are mainstreamed into regular classes, the regular classroom teacher's load will be adjusted in the following manner:
1. Each regular classroom teacher will be provided resource material of the proper degree of difficulty and in sufficient quantity so that the individual student program can be executed.
 2. The District will provide support personnel, including instructional aides, for the regular classroom teacher as identified by the Committee on Special Education and written into the IEP.
- B. Personnel serving on the mandated District Committees on Special Education will receive the following stipend:

2002-03	2003-04	2004-05	2005-06
\$1,236	\$1,273	\$1,314	\$1,360

- C. Any teacher of special education who believes a handicapped student is improperly placed or has an improper IEP will immediately discuss the placement of (or the IEP developed for) the student with the administrator. If the teacher is not satisfied with the results of the discussion(s), the teacher will have the recourse to appeal to the District Committee on Special Education.
- D. Any meetings/conferences which occur outside the regular teacher workday will be set at the convenience of the teacher(s) involved.

ARTICLE VIII

PROFESSIONAL PLACEMENT

All administrative, supervisory, or professional staff positions should be filled pursuant to the following procedures:

Section 1: Notification should be made to the President of the Association and the notice of the vacancies will be posted in the Elementary and Main Office of each building in the District so that any interested persons may apply.

Section 2: Notification should clearly set forth a description of and the required qualifications for the position.

Section 3: Candidates should file an application with the Superintendent within the time limit in the notice. Candidates from within and outside the system should be considered by the District.

Section 4: All applicants will be notified by letter of the filling of the vacancy.

Section 5: In the professional placement, nothing shall be interpreted as preventing the initial employment of teachers at any salary schedule step level at the discretion of the Superintendent.

Section 6: A year's additional credit may be given to any teacher employed by the District for each year of service in the military, Peace Corps, Vista or National Teaching Corps, at the discretion of the Board of Education.

ARTICLE IX

SUPERVISION/EVALUATION PROCESS

Recommend the formation of a committee for study of this issue, with two (2) Association representatives and two (2) District representatives. Teachers will no longer be required to attend nor will the District pay for the "*Essential Elements of Instruction*" training.

A. Supervision/Evaluation Process

Teachers are employed by the Fort Ann Central School District under the assumption that they are competent professionals. The supervision/evaluation process, therefore, should be geared toward ensuring the success of the professional and of the students for whom he or she is responsible. The process is a continuous assessment of quality of performance applicable to tenure as well as probationary teachers.

The effectiveness of a school district depends to a great extent on the effective practices of the instructional staff. Supervision/evaluation is effective when its purpose is to assist the instructional staff in the overall effectiveness and quality of their job preference.

Supervision is the process of observing the teaching/learning episodes which occur throughout the year. The purpose of the supervision process is to improve instruction through the reinforcement of appropriate instruction and the establishing of strategies to assist the areas of concern.

Evaluation is the event that takes place once a year and it is the reporting of the overall effectiveness and quality of the job performance of the teacher. A second purpose of evaluation is to be utilized as an instrument to recommend or deny tenure status. A third purpose of evaluation is to retain or deny continued employment.

B. Formal Supervision and Observations

It is agreed that all observations of the work performance of teachers will be conducted openly. It is understood that evaluation encompasses broader areas than the so-called formal observation and may include, but not be limited to, evidence of planning and preparation, professional responsibility to the students, colleagues and parents, and evidence of professional growth.

Non-tenured teachers will be observed through supervision at least twice and evaluated one time during the school year.

Tenured teachers will be observed through supervision at least once and evaluated one time during the school year.

C. Post-Observation Conference

Within five (5) days after a classroom observation, the administrator making the observation will meet the teacher involved to discuss the evaluation. Following this conference, the teacher shall sign the District's copy of the written evaluation to signify the teacher has seen the evaluation and participated in a review of the contents.

A teacher disagreeing with any part of the evaluation report may submit appropriate comments concerning the evaluation report in writing, which will be attached to it.

In the event a teacher refuses to sign an evaluation report, it shall be signed by the Association President to indicate the teacher was evaluated in accordance with this procedure.

D. Copy of Written Evaluation

Teachers will be given a copy of written evaluation reports prior to, during, or within five (5) days following the post-observation conference as is appropriate, at the option of the Administration.

E. Teacher Personnel Folder

1. Every teacher shall have the right to inspect all material in his/her individual personnel folder and to make a copy of any documents in it. A teacher will be entitled to have a representative of the Association accompany them during such a review. The personnel folder and all contents therein shall remain in the office during any inspection or review. Requests for copies are to be made to the Superintendent or his designee. The request will be reasonable, both in number of copies to be made and the number of individual requests at any one time. NOTE: Only confidential letters of recommendation for a position in this school will not be a part of this file.
2. No material derogatory to a teacher's service or character will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed. The teacher will also have a right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

F. Just Cause

Tenured teachers shall not be disciplined or reduced in rank without just cause.

G. Termination

1. A non-tenured teacher will be notified of the intent to terminate employment in accordance with Education Law, Section 3031; such notification to terminate employment shall be no later than ninety (90) calendar days prior to the expiration of probationary appointment ending June 30. For probationary appointments ending other than June 30, July and August will not be used in the calculation of the ninety (90) calendar days needed for notification. The Association will be notified at the same time. The Association hereby agrees that it will take all steps it deems necessary to assist the notified teacher to maintain a basic standard of performance necessary for the welfare of the students in the charge of such teacher. Any marked decrease in the performance of a teacher so notified may result in reversion to notification of the Education Law.

2. A teacher whose services are to be terminated pursuant to Education Law, Section 3031, shall have the right to appear before the Board of Education. When Board of Education hearings concern disciplinary action or termination of a teacher, the teacher may have a representative of the Association appear at the hearing. Decisions of the Board resulting from these hearings are not subject to the grievance procedure.
3. If a teacher reduction is anticipated, then the teachers and Association President will be notified by May 31.

ARTICLE X

LEAVES

A. General

Teachers may be absent from work, with or without loss of salary, in accordance with the rules set forth below.

In the following sections, allotted days for absence, without loss of salary, are based on full-time employment. Teachers employed less than full-time and for less than a full year, shall earn such leave on a prorated basis. Per diem substitute teachers shall not be credited with any earned leave.

It is the responsibility of the teacher to keep the Superintendent, or a person designated by him, informed about the nature of any sickness or physical disability. All personal leave and family sickness will be subject to monitoring by the Superintendent and the President of the FATA.

B. Sick Leave

Each full-time teacher employed by the Fort Ann School District will be granted fifteen (15) sick leave days each school year. Part-time will be granted fifteen (15) half days. Sick leave days may be used for personal sickness and physical disability of the teacher; unused sick days may be accumulated as indicated below:

1. Notification of Sick Leave Use

Notice of personal sickness or physical disability absence shall be made to the appropriate agent before 9:00 p.m. on the day prior to the absence, if possible, or between 6:30 and 7:00 a.m. on the day of the absence.

2. Accumulation of Sick Leave

Unused sick leave may be accumulated without limit. Accumulated sick leave may be used as required for personal sickness or physical disability, but may not be used for family sickness.

In case of a teacher's death, any unused sick days will be paid to the teacher's heirs, widow or widower or beneficiary.

If a teacher resigns after fifteen (15), twenty (20), or twenty plus (20+) years of service at Fort Ann, the teacher will be compensated for their unused sick days only in the following schedule provided the following criteria are met:

- a. Notice of intent to resign will be submitted to the Superintendent by January 31 of the year that one intends to leave.
- b. For employees hired prior to September 1, 1996, payment for such accumulated unused sick days will be in the fiscal year following the notice of intent and resignation.

SCHEDULE

Years of Service in Fort Ann	Percentage of Days	Rate/Day
15	35%	\$55.00
20	65%	\$55.00
20+	90%	\$55.00

C. Leave for Family Sickness

Teachers may use sick leave when sickness occurs in the immediate family, and when the sickness requires the teachers to care for the family member. The District shall be notified of such absences according to the rules for sick leave absences under Section B.

Immediate family includes: spouse, children, natural and adopted, stepchildren, foster children, parents, and foster parents. Leave for other family sickness may be used for close members of the family under the following specifications:

1. All personal business leave must be used first.
2. The teacher must receive the approval of the Superintendent.

D. Personal Business Leave

Full-time teachers employed by the Fort Ann School District will be granted three (3) days; part-time teachers employed by the Fort Ann School District will be granted three (3) half days each school year for the purpose of conducting personal business of the employee that cannot be conducted at times other than the normal school hours. The appropriate administrator shall be notified by the teacher two (2) days prior to the date the absence is requested, except in emergency situations.

Unused personal business days at the end of the school year will be added to accumulated sick leave.

Personal business leave and personal business leave in combination with unpaid leave will not be used to extend personal pleasure holidays or vacations, except in emergencies, and this must be approved by the Superintendent.

E. Bereavement Leave

Teachers may use up to five (5) days in each case of bereavement in their immediate family or for a close friend (at the discretion of the Association President and the Superintendent) without loss of salary. Bereavement leave is not accumulative.

F. Jury Duty and Witness Leave

If a teacher is required to serve on a jury, or is subpoenaed to appear as witness in a legal proceeding not initiated by the teacher, his/her immediate family, or the Association, the teacher will receive his/her regular pay for the period of time actually required by such legal proceeding. In addition, reasonable travel time will be allowed.

Any stipend paid the teacher for this purpose, minus travel/mileage expenses paid, will be turned over to and become property of the District.

G. Conference and Visitation Leave

Teachers scheduled to attend conferences at the request of the Administration or the Board of Education, will be granted leave with pay to attend the conference; such leave will not be charged to sick or personal leave. The method of transportation to conferences will be determined by the Administration or the Board. However, if the conference is held outside of the Fort Ann District, and if personal cars are used, reimbursement will be made at the rate established by the Board of Education.

Teachers may have available two (2) visitation days to other schools each year, with pay, upon approval of the appropriate administrator.

H. Retirement Meeting Delegate

A teacher designated by the Association to attend the annual State Retirement Meeting, shall be granted leave with pay; such leave will not be charged to sick or personal leave. The FATA shall pay the salaries of substitute teachers for this purpose.

I. Extended Leaves of Absence

1. Criteria to determine when the Board of Education may grant an extended leave of absence without pay:

- a. A teacher may request an extended leave after five (5) consecutive years of teaching in the Fort Ann Central School District, which is exclusive of any maternity leaves.
 - b. The extended leave may be utilized one time after the completion of each sequence of three (3) years of teaching service.
 - c. The extended leave is not accumulative leave.
 - d. Extended leave shall not be granted to more than four (4) people per school year.
 - e. Requests of extended leave shall be submitted to the Superintendent, in writing, at least ninety (90) calendar days prior to the leave date.
2. The Fort Ann Board of Education may grant the following leaves of absence without pay:
- a. To engage in State or National Association activities.
 - b. To join the Peace Corps, Vista, the National Teaching Corps, or to serve as an exchange teacher.
 - c. For study or travel.
 - d. For personal sickness or physical disability that extends beyond the period of accumulated leave.
 - e. For parental/pregnancy leave.
 - f. For other purposes, at the discretion of the Board.
3. Procedures and Rules
- a. Requests for extended leaves of absence must be in writing, shall specify the duration of leave requested, and shall be presented to the Board at least forty-five (45) calendar days prior to the beginning of the leave.
 - b. After commencement of an extended leave, if additional time is desired, a request must be made in writing to the Board and the Superintendent sixty (60) calendar days prior to the end of the original leave.

- c.
 - 1. A pregnant teacher may continue to teach as long as she is able to properly perform her required teaching duties, but must submit a doctor's certificate of her ability to work, if requested.
 - 2. A teacher requesting parental leave for child rearing of natural or adopted children may be granted a leave not to exceed two (2) years, commencing at the birth of the child or the date of adoption, whichever is appropriate. Leave may be refused if a child is over four (4) years of age at the time of adoption.
 - 3. No provision contained herein shall be construed as limiting the right of a teacher to use accumulated sick leave for childbirth or other medically certified, pregnancy related disabilities required by law.
- d. A teacher on an unpaid leave in accordance with this article, may retain all medical coverage provided for by the current insurance program if the teacher pays the full monthly premiums prior to the date the premiums are due.
- e. Before returning to work, a teacher must present a certificate of fitness to perform his/her job or a statement of termination of disability from a physician if requested by the District.
- f. Accumulated sick leave and credit toward sabbatical leave, as it existed at the time the leave of absence commenced, will be restored to a teacher returning from a leave.
- g. Teachers who worked ninety (90) days or more in the year a leave is commenced will be placed one (1) salary step higher when returning. Teachers working less than ninety (90) days in the year of a leave will be placed on the same salary step the teacher had been on when the leave commenced.

4. Any teacher who has taught for fifteen (15) consecutive years or more at Fort Ann will be granted an extended leave of absence without pay. The teacher must apply within forty-five (45) days prior to the commencement of the first or second semester. No leaves would be granted in the middle of semesters. If the request is for first semester, then notification shall be forty-five (45) calendar days prior to semester commencing.
5. The following stipulations constitute an appropriate application and administration of Article I(4):
 - a. To be eligible to request such leave, the teacher making the request must have taught with the Fort Ann Central School for at least fifteen (15) consecutive years.
 - b. The application made by the teacher for the extended leave of absence without pay must be made forty-five (45) calendar days prior to the semester the teacher is requesting leave for and shall be limited to a total leave time of one (1) semester.
 - c. No leave under this Article shall be granted during the middle of a semester.
 - d. No more than one (1) teacher, or the equivalent thereof, shall be granted leave pursuant to this Article during any given school year. The Board of Education shall have the discretion of granting leave pursuant to this Article to more than one (1) teacher should the Board of Education deem it appropriate. However, if the Board of Education decides that no additional leaves (i.e., more than one) should be granted, the Board's decision shall be final and shall not be subject to the grievance procedure of the collective bargaining agreement.
6. A teacher who has been granted a leave under this Article for one (1) semester may request that the leave be extended for a single additional semester, giving the teacher a total leave pursuant to this Article of one (1) school year (2 semesters), and the extension shall be granted if the following criteria are met:

- a. The teacher has compiled a record of satisfactory job performance as demonstrated through the District's annual performance system.
 - b. A certified and qualified teacher can be found to take the place of the teacher requesting the extended leave for the entire length of the extended leave time.
 - c. The teacher requesting the extended leave time has compiled a satisfactory attendance record during his/her employment with the school district (i.e., the teacher has not compiled a record of inordinately long periods of absence or persistent, unusual patterns of absence).
7. The teacher requesting leave pursuant to this Article who is due to return to the employment of the District following the first semester of the school year shall notify the Superintendent, in writing, by December 15 of that given year of his/her intent to return to the classroom or resign from his/her position with the District. The teacher requesting leave pursuant to this Article who is to return to the employment of the District following the end of the second semester of the school year shall notify the Superintendent, in writing, by May 30 of that given year of his/her intent to either return to the classroom or resign from his/her position with the District. The failure of the teacher to notify the Superintendent in accordance with deadlines herein shall be construed by the District to constitute an abandonment of the teacher's position in the District. The failure of the teacher to notify the Superintendent in accordance with the provisions herein shall entitle the District to take such actions relative to the abandonment of the position.

J. Sabbatical Leave

1. Eligibility

- a. Eligibility for sabbatical leave requires a teacher shall:
 - 1) Have completed at least seven (7) continuous years of employment in the Fort Ann School District immediately preceding the year the sabbatical leave is requested.

2. Receive the recommendation of a Committee consisting of a Board of Education member, the Superintendent or a person appointed by the Superintendent, and two (2) teachers appointed by the Association.

2. Rules

- a. The sabbatical leave may be granted for one (1) year at half salary or ½ year at full salary.
- b. At the discretion of the Board of Education, after fourteen (14) years of continuous employment in the District, a teacher may be eligible for a sabbatical leave of one (1) year at annual salary. Leave under this provision shall be granted only for approved advanced study in a program approved by a recognized college, university, or other accredited institutions of higher learning.
- c. No more than one (1) professional employee will be granted a sabbatical leave during any school year.
- d. A teacher on sabbatical leave will receive the same medical insurance benefits and be paid on the same salary schedule as actively employed teachers in the District; paychecks will be mailed.

3. Sabbatical Leave May Be Granted For:

- a. Advanced professional study (but not initial permanent certification).
- b. Immediate professional study – generally necessitated to prepare adequately for curriculum changes within the school system.
- c. Full-time service on education commission, research councils, or other professional bodies.

4. Application for Sabbatical Leave:

- a. Eligible candidates shall make written application for a sabbatical leave to their immediate supervisor. The application shall specify the purpose for which the sabbatical leave is being requested, and shall contain sufficient data and information to enable the committee to make preliminary judgment of the anticipated values of the leave to the individual and to the school system.
- b. Applications must be received by the Superintendent no later than January 15 of the school year preceding the school term of the sabbatical leave requested. (This requirement may be waived by the Superintendent for urgent reasons).

5. Requirement of Teacher Accepting Sabbatical Leave:

- a. A teacher granted a sabbatical leave shall provide the Board of Education with an interest-free personal promissory note for the total amount of the salary to be paid during the sabbatical leave. This note will be canceled by the Board when the teacher has rendered the required service following the sabbatical leave.
- b. Teachers granted a sabbatical leave will serve the District for at least two (2) years after completion of the leave.
- c. Teachers on sabbatical leave may engage in part-time income producing employment as an aid toward paying expenses incurred during the leave.
- d. Upon returning from a sabbatical leave, a teacher shall:
 - 1. Transmit to the Board, through the Superintendent, a transcript of credits earned while on leave; or an official letter from a program advisor or appropriate official regarding acceptability of the work carried out during the sabbatical leave.
 - 2. Submit a report of the work undertaken, and the activities engaged in during the leave period, to the Board.

6. Salary Placement

For the purpose of determining appropriate placement on the salary schedule, teachers returning from sabbatical leave, who have complied with the provisions of this article, will be granted credit for the time on sabbatical leave as if that time had been served in the District. Additional salary payment for courses completed during the sabbatical will be made in accordance with existing rules for salary computation.

K. Long-Term Substitute

1. Definition

a. A substitute teacher is one who is employed on an *"itinerant"* basis and on a per diem basis in place of a regularly appointed teacher who is absent, but is expected to return.

b. A long-term substitute teacher is one who is employed on a *"long-term"* basis (performs all duties of the regular classroom teacher); possesses a valid teaching certificate or certificate of qualification in the area for which they will teach; and is employed for a *"long-term"* by the District where the District knows in advance that such employment will constitute *"long-term"* status. The long-term substitute will be placed on an appropriate step of the teachers' salary scale.

2. The responsibility for the employment of and placement on the salary schedule of appropriately certified substitutes rests with the Chief School Officer.

3. Short-term leave (sick) days, personal days, bereavement days would be provided to the Long-Term Substitute beginning at the date of employment at the following rate – 1.5 sick days, .3 personal day, and .5 bereavement day for every thirty (30) consecutive days of employment.

4. Long-term substitutes do not accumulate sick leave or other leaves.
5. Health benefits will not be given to substitute teachers under Section 1a. and b.

L. Sick Leave Advance

The sole purpose of the "*Sick Leave Advance*" provisions set forth below is to reduce financial hardship through extended salary payments for teachers absent from work on a long-term basis.

1. Rules and Limitations

- a. Eligibility is limited to full-time teachers who have completed one full year of employment.
- b. All accumulated sick and personal leave must be completely used.
- c. The absence must be considered of "long-term" duration resulting from an extended illness or an accident. Absence taken for the purpose of maternity, paternity, adoption, or child rearing will not be considered.
- d. Teachers requesting a sick leave advance may be required to submit an examination by the school physician and must allow consultation between the school physician and the teacher's physician if requested.
- e. No part or section of these provisions shall be subject to the Grievance Procedure.
- f. The Sick Leave Advance provisions may be withdrawn unilaterally by the Board of Education at any time.

2. Amount of Sick Leave Advance

- a. Probationary teachers with at least one full year of service – 10 days maximum.
- b. Tenured teachers – 15 days maximum.

3. Procedures

- a. Teachers desiring a sick leave advance shall make a request for the advance at any time within thirty (30) days prior to the time the teacher's normal sick leave will be exhausted. This request must be in writing and directed to the Clerk of the Board of Education with a copy to the Superintendent.

A physician's statement concerning the nature of the illness or injury, the prognosis, and the probable date of return to work should be attached. Any additional facts or information considered relevant by the teacher may be included.

- b. Requests for sick leave advance will be reviewed by a committee consisting of:

Two members of the bargaining unit appointed by the President of FATA.

The Superintendent and an administrator appointed by him.

A member of the Board of Education appointed by the President of the Board of Education.

- c. The above committee will consider all factors and available information relevant to the request for sick leave advance, including but not limited to, the teacher's length of service in the District; the teacher's past record of absences; financial need and other sources of family income.

The committee's opinion concerning whether or not a sick leave advance should be granted and, if so, the length of time recommended, shall be presented to the Board of Education at a regular meeting by the committee chairman.

- d. The Board of Education's action or inaction on the recommendation of the committee shall be based on the particular merits of each individual case, shall be final, and shall not be precedent setting.

4. Repayment of Sick Leave Advance

- a. Teachers will repay the number of sick leave advance days actually used by choosing either option 1) or 2) as follows:
 - 1) After returning to work, turning over any unused sick leave or personal or personal business days at the end of each school year until the total number of days advanced are repaid.
 - 2) Repaying the District a sum of money equal to the cost of substitute teachers hired for those days the teacher was absent under the sick leave advance provision.
- b. If the teacher resigns to accept other employment, the full amount of the actual salary paid must be returned to the District, unless the reason for accepting other employment is because of an inability to perform in a teaching position and then 4.a.2 shall apply.
- c. If the teacher is deceased, no repayment is required.

5. Sick Leave Bank

Establish a committee to study sick leave bank. Committee comprised of two (2) Association representatives and two (2) District representatives.

ARTICLE XI

PERSONAL INJURY BENEFITS

- A. All personal injuries received by teachers while on school duty, and any sickness related to or caused by employment in the School District should be immediately reported to the Office of the Superintendent.
- B. Whenever a regularly employed teacher is absent from work and unable to perform his/her duties because of personal injury caused by an accident or assault occurring as a result of the teacher's employment, and the teacher receives Worker's Compensation payment for the absence, the teacher will be paid his/her normal salary for a period of up to five (5) months. However, the period of salary payment shall not exceed the final date for which the teacher had been employed. During this period or any time for which the teacher is being paid sick leave by the District, benefits paid to the teacher under Worker's Compensation will be turned over and become the property of the District.

Teachers shall be entitled to retain any scheduled awards, and any benefits paid for loss of wages under Worker's Compensation during an absence when the teacher is not being paid by the District, either under the provisions of this Article or through sick leave.

- C. Any continuing salary payments to a teacher made under the provisions of this Article shall cease upon the effective date of any scheduled award under Worker's Compensation.
- D. In the event compensation for wages in an absence described above is collected by the teacher in a civil action, the amount paid by the District under the provisions of this Article shall be refunded to the District by the teacher.
- E. The Board of Education may require the employee to have a reasonable number of physical examinations by a physician selected by the Board. Prior to a teacher's returning to work, the Board may require consultation between the employee's physician and the school physician.

ARTICLE XII

INSURANCE

A. All insurance coverage will begin on the first scheduled workday for newly hired teachers or teachers returning from leave.

All unit employees, as of July 1, 1996 — Major Medical Deductibles:

- Individual — \$100
- Two-Person — \$200
- Family — \$300

In addition, for new unit employees hired on or after September 1, 1996, the following will apply. Such new employees will begin paying this rate for Individual, Two-Person or Family Coverage.

September 1, 2002	6.0% per year towards annual premium
September 1, 2003	6.5% per year towards annual premium
September 1, 2004	7.0% per year towards annual premium
September 1, 2005	7.5% per year towards annual premium

After 10 years of full-time service in the District, change to flat dollar amount, based on percentage paid at that point in time.

For unit employees* hired prior to September 1, 1996, the following will apply:

- Individual — \$100 per year towards premium cost
- Two-Person — \$150 per year towards premium cost
- Family — \$200 per year towards premium cost

In addition to the payment listed above, each member hired prior to July 1, 1996 will also pay for Individual, Two-Person or Family Coverage:

September 1, 2002	1.0% per year towards annual premium
September 1, 2003	1.5% per year towards annual premium
September 1, 2004	2.0% per year towards annual premium
September 1, 2005	3.0% per year towards annual premium

At the end of this agreement June 30, 2006, insurance payments for any member of the bargaining unit will be capped at the dollar amount he/she paid during the 2005-06 school year. This will remain in effect until a successor agreement is reached.

*Note: For all current unit members hired prior to September 1, 1996, such contribution shall cease at retirement (NYSTRS).

Reduction in Time Worked – An employee on staff prior to September 1, 1996 who is reduced from full to less-than-full time employment will continue to be provided full health insurance coverage by the District for a period of time not to exceed 12 months. Following such 12-month period of time, in addition to the contribution provided for under the contract, the teacher shall also be required to pay the pro-rata share of the health insurance premium costs, based on the percentage of full-time equivalent service. Any employee on staff hired on or after September 1, 1996 who is reduced from full-time to less-than-full time employment, will continue to be provided with full health insurance coverage provided they pay the rate for new employees as set forth in the Agreement for a period of time not to exceed 12 months. Following such 12-month period of time, the teacher shall be required to pay the pro-rata share of the health insurance premium cost, based on the percentage of full-time equivalent service.

Managed Care – For all unit employees as of July 1, 1996 (contingent upon ability of Blue Cross/Blue Shield to implement such plan by this date, or as soon thereafter as possible).

Prescription: For all unit employees the cost for the prescription co-pay will be as follows:

September 1, 2002	Generic	\$1.00
	Name Brand	\$4.00
September 1, 2003	Generic	\$1.00
	Name Brand	\$5.00
September 1, 2004	Generic	\$1.00
	Name Brand	\$6.00
September 1, 2005	Generic	\$1.00
	Name Brand	\$7.00

Note: For all current unit members hired prior to September 1, 1996, such contribution will cease at retirement (NYSTRS).

Family \$ 1,093
Indv \$ 472

Editorial Note: The District, at its discretion, may choose to utilize the alternative prescription drug insurance carrier currently identified in the agreement.

Parties are willing to form a committee concerning health insurance issues and to study mutually beneficial savings.

1. Employees and their Families:

- a. Blue Cross Matrix I Health Insurance or its equivalent.
- b. Self-insured program through Lawrence Healthcare Administrative Services, Inc., or the equivalent of the present Blue Cross prescription drug program. The District will reimburse any prescription drug bill not honored at any pharmacy.
- c. The Delta Dental Plan or its equivalent.
- d. All of the above plans will include the full-time college student rider.
 - 1) Any staff member who does not desire to enroll in the health insurance program with Fort Ann Central School on either an individual or family basis because his or her spouse has family coverage can choose to receive \$2,000 from the District in two (2) \$1,000 installments –one (1) in December and one (1) in May. Any pro-rata payments will be made at the rate per month for each full month waiving coverage.
 - 2) This will be paid on a lump sum basis through a claim form submitted to the Business Manager. The claim form will be binding until the staff member wishes to reinstate his or her eligibility for enrollment by signing a reinstatement form.
 - 3) The term “health insurance” for the purposes of Article XII a 1.E shall mean Blue Cross Matrix I Health Insurance or its equivalent; therefore, if one chooses the health insurance waiver, one is only waiving the Blue Cross Matrix 1 Health Insurance or its equivalent. One would still be eligible for the prescription plan and/or the dental plan stated in Article XII b and c.

2. Retirees:
 - a. The Blue Cross Matrix I Health Insurance or its equivalent and APA Partners, Inc. or the equivalent of the present Blue Cross prescription program, for those teachers hired prior to September 1, 1996, retiring on June 30, 1975 and thereafter.
 - b. The Delta Dental Plan for those retiring on June 30, 1985 and thereafter.
 - c. Employees hired on or after September 1, 1996, are covered by language under Article XV F.2.
 3. The insurance clauses in the contract refer to coverage of full-time teachers. The clause can be amended by the Board of Education to provide insurance coverage to part-time or substitute teachers.
- B. If the Federal Government passes a National Health Insurance Program which becomes available to the District, the parties will meet to determine the extent of coverage of such a program in comparison to the current medical program now being provided by the District.
- C. The Fort Ann Teachers Association and the Fort Ann Central School District agree to establish a committee to investigate the current Health Insurance Plan. The scope of this investigation should include, but is not limited to:
1. A study of the recent usage of the current plan.
 2. An Employee Assistance Plan (EAP).
 3. The use of generic and discount houses for prescriptions.
 4. Use of outpatient and/or day services.
 5. Expansion of the universe upon which rates are based.
 6. A study of participating vs. non-participating providers.
 7. Use of second opinions.

ARTICLE XIII

SALARY PAYMENTS

- A. Teachers will be paid on every other calendar Friday beginning on the second Friday of the school year.
- B. Teachers may elect to receive their annual salary in twenty-one (21) equal installments, from September through June; or may choose to have their annual salary divided into twenty-six (26) equal parts, with twenty (20) of the installments being made throughout the school year, and an amount equal to 6/26 of the salary paid on the last pay date in June. Teachers desiring a change in the number of payroll installments shall make their requests to the business office on the form provided by the business office for this purpose. Newly hired teachers shall make their desire known at the time of hiring.
- C. Payment for extra-curricular advisors, coaches and chaperones will be made by a separate check within two (2) periods following the conclusion of the activity or event.
- D. NATIONAL BOARD CERTIFICATION
Upon receipt of National Board Certification, the unit member will move up three (3) steps on the salary schedule. After completion of one full-year of additional service to the district all fees incurred for National Board Certification will be reimbursed to the unit member.

ARTICLE XIV

SALARY DEDUCTIONS

- A. The District agrees to deduct for the Fort Ann Teachers Association and its affiliates from the salaries of district teachers who are members of the Association, and who individually and voluntarily authorize such deductions to be made by the District. Authorization shall be in the form of dues deduction cards signed by each teacher electing this method of dues payment.

Dues deductions will begin within twenty (20) days following the date the Association provides the District with a certified notice specifying:

1. The current rate of membership dues for each organization for which dues are to be deducted.
 2. The name and position of the Association official who is to receive the monies.
 3. A list of teachers' names electing his method of payment providing, however, that each teacher's dues deduction authorization card is on file.
- B. Dues deduction will be made in equal installments for all teachers, spread evenly across the pay periods remaining after the proper authorizations have been received by the District. Any adjustment necessary in the installments to correct for the proper amount of yearly dues will be made in the last pay period of the school year. It shall be the responsibility of the Association to collect any unpaid portion of the yearly dues resulting from the late receipt of the individual dues deduction cards, termination of employment, leaves of absence, etc.
- C. The District agrees to provide payroll deduction for tax-sheltered annuity plans selected by teachers. Payroll deductions for NYSUT programs.

- D. Direct deposit with a limited number of banks for such deposit will be available.
- E. Beginning July 1, 1996, parties agree to implement an IRC Section 125 Cafeteria Plan with the administrative costs paid by the employer. The carrier will be Preferred Group Provider.
- F. Credit Union
 - 1. In the event the Fort Ann Central School District elects to participate in a state or federal chartered credit union, the District agrees to provide a procedure by which members of the bargaining unit may make saving and loan payments through payroll deduction.
 - 2. Authorization for such payroll deduction shall be in the form of payroll deduction authorization cards, approved by the person desiring this method of payment, and signed by an appropriate officer of the credit union.
 - 3. The District will transmit the monies collected through payroll deduction to the credit union, whereupon all district responsibility regarding those monies shall cease and the District shall have no obligation regarding any claim, actions, suits or proceedings.
- G. The District will transmit the monies collected through payroll deduction to the appropriate agency whereupon all District responsibility regarding those monies shall cease, and the District shall be held harmless and shall have no obligation regarding any claims, actions, suits, or proceeding.

ARTICLE XV

SALARY

- A. See Appendix A for 2002-03.
- B. See Appendix B for 2003-04.
- C. See Appendix C for 2004-05.
- D. See Appendix D for 2005-06.
- E. See Appendices E-1 through E-4 for Athletic/Extra-Curricular Schedules.
- F. Retirement

- 1. A teacher must declare their intention to retire in writing to the Superintendent before May 1 of the year of retirement.
- 2. The compensation will be calculated no sooner than the final day of employment.

Insurance Benefits at Retirement for employees hired on or after September 1, 1996:

Delete Article X (B)(2)(b), "Leaves"; replace with provision to allow for health insurance at retirement (pursuant to the NYSTRS with a minimum of 15 years of service with the Fort Ann Central School District). tied to one (1) month of coverage for each 3-day unit of unused sick days. A husband and wife who are employed by the District could use the unused sick days consecutively.

Following the credit of these unused sick days, the retired employee could continue coverage in the group plan by paying the full cost for the premiums.

The employee could elect to receive the existing cash payment for sick leave and forego any health insurance coverage at retirement.

NOTE: For current employees hired before September 1, 1996, Article X(B)(2)(b) shall continue in full force and effect.

G. Credit Hour Payment

All teachers will have the following options available to them:

1. Credit hours will be paid at the rate of \$45 per credit hour for work beyond a permanent certification.
2. The District will pay tuition for graduate credit courses approved by the Superintendent. The teacher will not receive payment for these credit hours.
3. The District will pay tuition for approved graduate credit courses directly to the academic institution. The teacher will repay the District the cost of the tuition within a twelve-month (12) period. Payment may be made through payroll deduction. After the cost of tuition is repaid to the District, the teacher will be paid for the credit hours at the rate of \$45 per credit hour.

H. In-Service Payment

1. In-service courses may be held within the District or at other locations. These programs are directed towards the professional growth of the teachers. In-service courses must receive prior approval from the Superintendent. Stipends of \$50 per day will be paid in the summer or \$12 per hour for curriculum development projects beyond the teacher workday.
2. The teacher may have the option to have the District pay for the in-service course.

- I. The exception to Credit Hour Payment (Section G, page 38) is established for teaching staff who have been employed in the Fort Ann School District prior to January 1, 1990 school year, but have not presently attained permanent certification. These people have not presently attained permanent certification. These people will be paid at a rate of \$37 per credit hour for the time period the State of New York permits for permanent certification. Extensions to attain permanent certification are not covered by this cause.
- J. Compensation for Academic Intervention Service Instruction and Tutoring will be paid at the following per hour rate:

2002-03	2003-04	2004-05	2005-06
\$26	\$27	\$28	\$29

ARTICLE XVI

EXTRA-CURRICULAR ACTIVITIES

A. Chaperones

1. Chaperoning of school events will be on a voluntary basis if volunteers are available; if not, the Administration will assign teachers to chaperone duty. Scheduling of this duty will be done at least five (5) days prior to the event, except in emergency situations.
2. Compensation for chaperoning will be the following:
 - a.

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$25.00	\$26.00	\$27.00	\$28.00

Per all after school events — dance must be cleared by the Principal
 - b.

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$31.00	\$32.00	\$33.00	\$34.00

For all away events (includes area All-County and All-State Musical Festivals).

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Definitions

1. The terms "*grievance*" shall mean a complaint by a teacher, or by a group of teachers or by the Association, that there has been a violation, misinterpretation or inequitable application of (1) this Agreement or of (2) any District or administrative policy or rule.
2. Where the word "*day*" is used in this Article, it shall mean a day in which school is in session during the school year. During the summer recess, the word "*day*" shall mean calendar day, exclusive of Saturdays, Sundays and Holidays.

B. Procedures

No grievance as described herein will be entertained, and such grievance will be deemed waived, unless the grievance is forwarded at the first available stage within thirty (30) days after the employee(s) and/or Association knew or should have known of the act or condition on which the grievance is based.

A grievance shall be processed in the following stages:

Stage 1 – Informal

An aggrieved party shall present a grievance to his or her immediate supervisor who shall render a verbal determination to the aggrieved party within a period of five (5) days.

Stage 2 – Superintendent

Within ten (10) days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the Superintendent. A meeting of the parties for the purpose of presenting positions shall be held within ten (10) days of the receipt of the grievance at this stage. A written decision shall be rendered to the grievant and the Association within ten (10) days of such meeting.

Stage 3 – Board of Education

Within ten (10) days of the disposition of the grievance at Stage 2, the grievant may appeal in writing to the Board of Education. Within twenty (20) days of receipt of the appeal at Stage 3, the Board of Education will conduct a hearing on the grievance in executive session. A written decision will be rendered to the grievant and the Association within ten (10) days of such a hearing.

Stage 4 – Arbitration

1. If the aggrieved party is not satisfied with the decision at Stage 3 and if the grievance concerns application or interpretation of this Agreement, the Association may appeal the grievance to arbitration by written notice to the District within ten (10) days of the disposition of the grievance at Stage 3. The parties shall attempt to mutually agree upon the selection of an arbitrator, the scheduling of a hearing and the framing of the issue. If the parties are unable to agree on the selection of an arbitrator, a written request will be made to the Public Employment Relations Board for the services of an arbitrator and the parties shall be bound by their rules.
2. The decision of the arbitrator shall be limited to the interpretation of this Agreement and shall be final and binding upon all parties.
3. The costs of the service of the arbitrator, including expenses, if any, will be borne equally by both parties.

C. Rules

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be altered only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
3. If a decision at Stages 1, 2 or 3 is not rendered within the time limits as specified in Section B above, the aggrieved party and/or the Association may submit the grievance to the next available stage.

4. If a grievance affects a group of teachers or appears to be associated with district-wide policies, it may be submitted by the Association directly at Stage 2.
5. In accordance with these procedures, a teacher shall have the right to present grievances free from coercion, interference, restraint, discrimination, or reprisal and shall have the right to be represented in each stage by a person or persons of their choice.
6. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. Interruption of scheduled work activity shall be avoided.
7. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material, relevant documents, and records concerning the alleged grievance.

D. Informal Adjustment

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall, in no event, however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

ARTICLE XVIII

NEGOTIATION PROCEDURE

- A. The Superintendent or his designee will meet with representatives of the Association or their designee for the purpose of negotiating a successor agreement concerning the terms and conditions of employment of the bargaining unit. The process to be utilized for the collective bargaining agreement will be determined by the selected negotiations during the first session of the collective bargaining episode by February 2006.
- B. The parties will make available to each other upon request all data and pertinent information relevant to the issue being negotiated.
- C. If Part A cannot be mutually agreed upon within three (3) meetings, then the following procedures will be used:
 - a. All proposals requesting modifications of the existing Agreement or new items must be submitted in writing at the first meeting of the parties. No new issues or proposals may be brought up during subsequent negotiations by either party unless mutually agreed to by both parties.
 - b. Negotiating Teams representing either party may not consist of more than five (5) members. However, either team may invite two (2) additional people to attend any negotiating session.
 - c. When all proposals submitted have been satisfactorily resolved by the Negotiating Teams, the revised agreement shall be reduced to writing as a memorandum of understanding, and submitted to the Superintendent and the Association President. Following ratification by a majority of the Association membership, approval by the Board of Education, and the signing by the Superintendent and the Association President, an agreement will have been made between the parties.
 - d. In the event the parties fail to reach an agreement on the issues being negotiated, an impasse may be declared by either party. The party declaring impasse shall notify PERB, and request assistance in resolving the differences.

ARTICLE XIX

GENERAL

- A. In the event that any provision of this Agreement shall at any time during the term thereof be declared invalid by a court of competent jurisdiction or through government regulations or decree, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- B. In the event that the Legislature should adopt or amend any statute which would by its terms expressly amend or modify any provision of this Agreement, either party shall have the right to request negotiations within 30 days solely with respect to the subject matter of that provision.
- C. **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

ARTICLE XX

DURATION AND SCOPE OF AGREEMENT

- A. This Agreement shall be binding and in full force and effect from July 1, 2002 to June 30, 2006. Negotiations for a successor agreement shall commence at a date mutually agreed to by the parties, but no later than February 1, 2006.
- B. The parties agree that they have negotiated fully with respect to terms and conditions of employment and this Agreement constitutes the full and complete commitments between the Superintendent of the Fort Ann Central School District and the Fort Ann Teachers Association; it concludes all collective negotiations during its term; it terminates and supercedes all prior agreements; and may be amended, altered, or modified only by written, mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives in the presence of each other, on this 19th day of November 2002.

FORT ANN CENTRAL SCHOOL DISTRICT

By: _____

Superintendent

FORT ANN TEACHERS ASSOCIATION

By: _____

President

**APPENDIX A
FORT ANN CENTRAL SCHOOL DISTRICT
2002-2003 Salary Schedule**

**NOTE:
ADDITIONAL CREDITS BETWEEN LEVELS ARE PAID AT \$45 PER CREDIT**

STEP	BA	BA +30	BA+60	MA	MA +30	MA +60
1	\$31,901	\$33,411	\$34,725	\$34,068	\$35,382	\$36,038
2	\$33,214	\$34,725	\$36,499	\$35,841	\$37,155	\$37,878
3	\$33,542	\$35,053	\$36,827	\$36,169	\$37,483	\$38,141
4	\$33,870	\$35,382	\$37,090	\$36,432	\$37,746	\$38,403
5	\$34,200	\$35,711	\$37,483	\$36,720	\$38,141	\$38,797
6	\$34,528	\$36,038	\$37,746	\$37,090	\$38,403	\$39,060
7	\$34,856	\$36,827	\$38,141	\$37,483	\$38,797	\$39,455
8	\$35,185	\$37,155	\$38,534	\$37,813	\$39,192	\$39,848
9	\$36,597	\$38,569	\$39,882	\$39,225	\$40,538	\$41,852
10	\$38,009	\$39,520	\$42,476	\$41,820	\$43,133	\$44,447
11	\$39,619	\$41,130	\$43,560	\$42,903	\$44,217	\$45,532
12	\$41,162	\$43,790	\$45,104	\$44,447	\$45,761	\$47,075
13	\$42,148	\$44,447	\$45,761	\$45,104	\$46,418	\$47,732
14	\$42,903	\$45,203	\$46,517	\$45,860	\$47,174	\$47,831
15	\$44,119	\$46,418	\$47,732	\$47,075	\$48,388	\$49,045
16	\$44,639	\$47,237	\$48,536	\$47,887	\$49,186	\$50,485
17	\$45,938	\$48,536	\$49,836	\$49,186	\$50,485	\$51,134
18	\$46,645	\$49,308	\$50,607	\$49,957	\$51,257	\$51,906
19	\$47,887	\$50,485	\$51,785	\$51,134	\$52,433	\$53,083
20	\$49,762	\$51,257	\$52,556	\$51,906	\$53,205	\$53,855
21	\$51,070	\$53,343	\$54,643	\$53,993	\$55,291	\$55,942
22	\$52,166	\$54,374	\$55,869	\$55,219	\$56,518	\$57,168
23	\$53,343	\$55,942	\$57,241	\$56,591	\$57,890	\$58,540
24	\$54,643	\$56,981	\$58,280	\$57,630	\$58,929	\$59,579
25	\$58,710	\$60,263	\$62,087	\$61,412	\$62,762	\$63,708
Off step 25, an additional amount of \$1,738 is added to Step 25. Total amount is as follows:						
OFF STEP	\$60,448	\$62,001	\$63,825	\$63,150	\$64,500	\$65,446

APPENDIX B
FORT ANN CENTRAL SCHOOL DISTRICT
2003-2004 Salary Schedule

NOTE:
ADDITIONAL CREDITS BETWEEN LEVELS ARE PAID AT \$45 PER CREDIT

STEP	BA	BA +30	BA +60	MA	MA +30	MA +60
1	\$32,411	\$33,946	\$35,282	\$34,613	\$35,948	\$36,616
2	\$33,745	\$35,281	\$37,083	\$36,415	\$37,755	\$38,484
3	\$34,079	\$35,614	\$37,416	\$36,748	\$38,088	\$38,751
4	\$34,412	\$35,948	\$37,683	\$37,014	\$38,355	\$39,018
5	\$34,747	\$36,282	\$38,083	\$37,307	\$38,756	\$39,418
6	\$35,080	\$36,615	\$38,350	\$37,682	\$39,023	\$39,685
7	\$35,414	\$37,415	\$38,751	\$38,082	\$39,423	\$40,086
8	\$35,750	\$37,749	\$39,151	\$38,417	\$39,824	\$40,486
9	\$37,182	\$39,185	\$40,520	\$39,852	\$41,192	\$42,522
10	\$38,616	\$40,151	\$43,156	\$42,488	\$43,827	\$45,127
11	\$40,252	\$41,787	\$44,256	\$43,588	\$44,929	\$46,260
12	\$41,820	\$44,489	\$45,825	\$45,156	\$46,497	\$47,827
13	\$42,821	\$45,156	\$46,492	\$45,824	\$47,165	\$48,495
14	\$43,588	\$45,924	\$47,260	\$46,592	\$47,933	\$48,595
15	\$44,823	\$47,159	\$48,495	\$47,826	\$49,166	\$49,829
16	\$45,351	\$47,991	\$49,311	\$48,651	\$49,977	\$51,291
17	\$46,671	\$49,310	\$50,631	\$49,971	\$51,296	\$51,951
18	\$47,390	\$50,094	\$51,415	\$50,754	\$52,080	\$52,735
19	\$48,651	\$51,290	\$52,611	\$51,950	\$53,275	\$53,931
20	\$50,556	\$52,074	\$53,395	\$52,734	\$54,060	\$54,714
21	\$51,885	\$54,194	\$55,515	\$54,853	\$56,179	\$56,834
22	\$52,998	\$55,241	\$56,760	\$56,100	\$57,425	\$58,081
23	\$54,194	\$56,833	\$58,155	\$57,493	\$58,818	\$59,474
24	\$55,514	\$57,889	\$59,210	\$58,549	\$59,874	\$60,530
25	\$59,645	\$61,223	\$63,078	\$62,390	\$63,768	\$64,724
Off Step 25, an additional amount of \$1,790 is added to Step 25. Total amount is as follows:						
OFF STEP	\$61,435	\$63,013	\$64,868	\$64,180	\$65,558	\$66,514

APPENDIX C
FORT ANN CENTRAL SCHOOL DISTRICT
2004-2005 Salary Schedule

NOTE:
ADDITIONAL CREDITS BETWEEN LEVELS ARE PAID AT \$45 PER CREDIT

STEP	BA	BA +30	BA+60	MA	MA +30	MA +60
1	\$32,998	\$34,563	\$35,918	\$35,239	\$36,599	\$37,276
2	\$34,356	\$35,922	\$37,752	\$37,074	\$38,439	\$39,179
3	\$34,696	\$36,261	\$38,091	\$37,413	\$38,778	\$39,450
4	\$35,035	\$36,601	\$38,363	\$37,685	\$39,050	\$39,722
5	\$35,376	\$36,941	\$38,770	\$37,983	\$39,458	\$40,129
6	\$35,715	\$37,280	\$39,042	\$38,365	\$39,730	\$40,401
7	\$36,055	\$38,095	\$39,450	\$38,772	\$40,138	\$40,809
8	\$36,395	\$38,435	\$39,858	\$39,113	\$40,546	\$41,217
9	\$37,856	\$39,897	\$41,251	\$40,574	\$41,938	\$43,289
10	\$39,316	\$40,881	\$43,935	\$43,258	\$44,622	\$45,973
11	\$40,981	\$42,546	\$45,056	\$44,379	\$45,744	\$47,096
12	\$42,578	\$45,298	\$46,653	\$45,975	\$47,340	\$48,691
13	\$43,597	\$45,977	\$47,332	\$46,655	\$48,020	\$49,371
14	\$44,379	\$46,759	\$48,114	\$47,437	\$48,802	\$49,473
15	\$45,636	\$48,017	\$49,371	\$48,694	\$50,057	\$50,729
16	\$46,173	\$48,864	\$50,202	\$49,534	\$50,883	\$52,219
17	\$47,518	\$50,207	\$51,547	\$50,878	\$52,227	\$52,890
18	\$48,249	\$51,006	\$52,344	\$51,675	\$53,025	\$53,689
19	\$49,534	\$52,223	\$53,563	\$52,893	\$54,242	\$54,906
20	\$51,473	\$53,022	\$54,361	\$53,691	\$55,040	\$55,704
21	\$52,826	\$55,180	\$56,519	\$55,849	\$57,198	\$57,863
22	\$53,960	\$56,246	\$57,787	\$57,118	\$58,467	\$59,132
23	\$55,177	\$57,868	\$59,207	\$58,537	\$59,886	\$60,550
24	\$56,521	\$58,942	\$60,282	\$59,612	\$60,960	\$61,625
25	\$60,728	\$62,338	\$64,219	\$63,524	\$64,925	\$65,895
Off Step 25, an additional amount of \$1,847 is added to Step 25. Total amount is as follows:						
OFF STEP	\$62,575	\$64,185	\$66,066	\$65,371	\$66,772	\$67,742

APPENDIX D
FORT ANN CENTRAL SCHOOL DISTRICT
2005-2006 Salary Schedule

NOTE:
ADDITIONAL CREDITS BETWEEN LEVELS ARE PAID AT \$45 PER CREDIT

STEP	BA	BA +30	BA+60	MA	MA +30	MA +60
1	\$33,667	\$35,263	\$36,646	\$35,954	\$37,340	\$38,031
2	\$35,052	\$36,650	\$38,517	\$37,826	\$39,218	\$39,973
3	\$35,399	\$36,996	\$38,863	\$38,171	\$39,564	\$40,250
4	\$35,745	\$37,343	\$39,141	\$38,449	\$39,842	\$40,527
5	\$36,093	\$37,689	\$39,556	\$38,753	\$40,258	\$40,943
6	\$36,439	\$38,035	\$39,833	\$39,143	\$40,535	\$41,220
7	\$36,786	\$38,867	\$40,250	\$39,558	\$40,951	\$41,636
8	\$37,133	\$39,214	\$40,665	\$39,906	\$41,367	\$42,052
9	\$38,623	\$40,706	\$42,087	\$41,396	\$42,788	\$44,167
10	\$40,113	\$41,709	\$44,825	\$44,134	\$45,526	\$46,905
11	\$41,812	\$43,409	\$45,969	\$45,278	\$46,671	\$48,050
12	\$43,441	\$46,216	\$47,598	\$46,907	\$48,299	\$49,678
13	\$44,480	\$46,909	\$48,291	\$47,600	\$48,993	\$50,372
14	\$45,278	\$47,707	\$49,089	\$48,398	\$49,791	\$50,476
15	\$46,561	\$48,990	\$50,372	\$49,680	\$51,072	\$51,757
16	\$47,109	\$49,854	\$51,220	\$50,538	\$51,914	\$53,277
17	\$48,481	\$51,225	\$52,591	\$51,908	\$53,285	\$53,962
18	\$49,227	\$52,039	\$53,405	\$52,722	\$54,100	\$54,777
19	\$50,538	\$53,282	\$54,648	\$53,964	\$55,341	\$56,019
20	\$52,516	\$54,096	\$55,462	\$54,779	\$56,156	\$56,833
21	\$53,897	\$56,298	\$57,665	\$56,980	\$58,357	\$59,035
22	\$55,053	\$57,386	\$58,958	\$58,275	\$59,652	\$60,330
23	\$56,295	\$59,040	\$60,407	\$59,723	\$61,099	\$61,777
24	\$57,667	\$60,137	\$61,503	\$60,819	\$62,196	\$62,874
25	\$61,958	\$63,601	\$65,521	\$64,810	\$66,241	\$67,231
Off Step 25, an additional amount of \$1,912 is added to Step 25. Total amount is as follows:						
OFF STEP	\$63,870	\$65,513	\$67,433	\$66,722	\$68,153	\$69,143

APPENDIX E-1
ATHLETIC & EXTRA-CURRICULAR PAY SCHEDULE
2002-2006
(See Attached Schedule)

A Group

Boys' Basketball	-	Varsity
Soccer	-	Varsity
Girls' Basketball	-	Varsity
Softball	-	Varsity
Boys' Baseball	-	Varsity
Field Hockey	-	Varsity

B Group

Girls' Basketball	-	Junior Varsity
Boys' Basketball	-	Junior Varsity
Field Hockey	-	Junior Varsity
Soccer	-	Junior Varsity
Girls' Softball	-	Junior Varsity
Boys' Baseball	-	Junior Varsity
Cross Country	-	Varsity

C Group

Cheering	-	Varsity
Boys' Basketball	-	Modified
Girls' Basketball	-	Modified
Softball	-	Modified
Baseball	-	Modified
Field Hockey	-	Modified
Soccer	-	Modified

Golf

D Group

Cheering	-	Junior Varsity
Boys' Basketball	-	Elementary
Girls' Basketball		Elementary
Soccer		Elementary
Asst. Soccer		
Asst. Girls' Basketball		
Asst. Softball		
Asst. Boys' Baseball		
Asst. Field Hockey		
Asst. Boys' Basketball		

Parties agree to review internal equity within coaching assignments.

Additionally, any sport or club that was either in operation or established during the 2001-02 school year that does not appear on the Athletic & Extra Curricular Pay Schedule on pages 46, 47, 48 and 49 of the July 1, 1998-June 30, 2002 Collective Bargaining Agreement, will be added to that schedule and a stipend will be determined for it. Once they have been placed, they too would increase by the agreed percentages for the new Collective Bargaining Agreement. In addition, \$500 would be available each year of the agreement. This money would be available for the implementation of any new sport or club that may arise during the life of the Collective Bargaining Agreement. These monies would also be available to be used for restructuring of the Athletic & Extra Curricular Pay Schedule.

The FATA President and the Superintendent and/or their designee shall work together to implement the above paragraph.

APPENDIX E-2
ATHLETIC

	STEP	Years Experience	2002-03	2003-04	2004-05	2005-06
Group A	1	1 + 2	\$1,986	\$2,045	\$2,111	\$2,185
	2	3 + 4	\$2,327	\$2,397	\$2,473	\$2,560
	3	5 + 6	\$2,448	\$2,522	\$2,602	\$2,694
	4	7 + 8	\$2,699	\$2,780	\$2,869	\$2,969
	5	9 + 10	\$3,009	\$3,099	\$3,198	\$3,310
<i>Longevity</i>	5-7		\$185	\$191	\$197	\$204
<i>Years in a</i>	8-10		\$248	\$256	\$264	\$273
<i>sport</i>	11 +		\$309	\$318	\$328	\$340
Group B	1	1 + 2	\$1,395	\$1,436	\$1,482	\$1,534
	2	3 + 4	\$1,612	\$1,660	\$1,713	\$1,773
	3	5 + 6	\$1,767	\$1,821	\$1,879	\$1,945
	4	7 + 8	\$1,893	\$1,950	\$2,012	\$2,083
	5	9 + 10	\$2,109	\$2,173	\$2,242	\$2,321
<i>Longevity</i>	5-7		\$122	\$125	\$129	\$134
<i>years in a</i>	8-10		\$148	\$153	\$158	\$163
<i>sport</i>	11 +		\$175	\$180	\$186	\$193
Group C	1	1 + 2	\$805	\$830	\$856	\$886
	2	3 + 4	\$900	\$927	\$957	\$990
	3	5 + 6	\$992	\$1,022	\$1,054	\$1,091
	4	7 + 8	\$1,086	\$1,118	\$1,154	\$1,194
	5	9 + 10	\$1,209	\$1,245	\$1,285	\$1,330
<i>Longevity</i>	5-7		\$74	\$76	\$79	\$82
<i>years in a</i>	8-10		\$100	\$103	\$106	\$110
<i>sport</i>	11 +		\$122	\$125	\$129	\$134
Group D	1	1 + 2	\$621	\$640	\$660	\$683
	2	3 + 4	\$682	\$702	\$725	\$750
	3	5 + 6	\$776	\$799	\$824	\$853
	4	7 + 8	\$838	\$864	\$891	\$922
	5	9 + 10	\$930	\$958	\$989	\$1,023
<i>Longevity</i>	5-7		\$74	\$76	\$79	\$82
<i>years in a</i>	8-10		\$100	\$103	\$106	\$110
<i>sport</i>			\$122	\$125	\$129	\$134

APPENDIX E-3

ATHLETIC & EXTRA-CURRICULAR PAY SCHEDULE

2002-2006
(See Attached Schedule)

Group A

Year Book Advisor

Senior Advisor

Group B

Play Advisor

Junior Advisor

Answers Please Advisor

Newspaper Advisor

Group C

Sophomore Advisor

Graduation Chairperson

Elementary Play

Freshman Advisor

Math League

Technology Club

French Club

Spanish Club

Elementary Student Council

Elementary Newspaper Club

National Honor Society

7th/8th Grade Advisor

S.A.D.D. Advisor

Secondary Student Council

Key Club

Chess Club

Jr. High French Club

Jr. High Spanish Club

Elementary Reading Club

Parties agree to review internal equity within advisor assignments

APPENDIX E-4

EXTRA-CURRICULAR

	STEP	Years Experience	2002-03	2003-04	2004-05	2005-06
Group A	1	1 + 2	\$870	\$896	\$925	\$958
	2	3 + 4	\$900	\$927	\$957	\$990
	3	5 + 6	\$981	\$1,010	\$1,042	\$1,079
	4	7 + 8	\$1,053	\$1,084	\$1,119	\$1,158
<i>Longevity after 4 years</i>			\$147	\$152	\$157	\$162
Group B	1	1 + 2	\$465	\$478	\$494	\$511
	2	3 + 4	\$487	\$502	\$518	\$536
	3	5 + 6	\$516	\$532	\$549	\$568
	4	7 + 8	\$559	\$586	\$604	\$626
<i>Longevity after 4 years</i>			\$116	\$120	\$124	\$128
Group C	1	1 + 2	\$133	\$137	\$141	\$146
	2	3 + 4	\$155	\$159	\$164	\$170
	3	5 + 6	\$170	\$175	\$181	\$187
	4	7 + 8	\$198	\$204	\$210	\$218
<i>Longevity after 4 years</i>			\$85	\$88	\$91	\$94
Lunch (1st)			\$1,483	\$1,528	\$1,577	\$1,632
Lunch (2nd)			\$1,483	\$1,528	\$1,577	\$1,632
Playground			\$2,965	\$3,054	\$3,152	\$3,262
Detention Per Hour			\$17	\$18	\$19	\$20